

News Release

Rhode Island National Wildlife Refuge Complex



Block Island NWR Δ John H. Chafee NWR at Pettaquamscutt Cove Δ Ninigret NWR Δ Sachuest Point NWR Δ Truston Pond NWR
50 Bend Road, Charlestown, RI 02813 401/364-9124 Fax: 401/364-0170

For Immediate Release

June 29, 2016

For Further Information Contact:

Charlie Vandemoer, Refuge Manager (401) 213-4401

Fish and Wildlife Service Proposes to Authorize Town Road work on Sachuest Point National Wildlife Refuge, Seeks Public Comment

Charlestown, RI – In cooperation with a host of partners, the Town of Middletown, as part of the Sachuest Bay Resiliency Project, is proposing to raise the elevation of the Connector Road on the Sachuest Point National Wildlife Refuge. Increasing the elevation of this road, which connects Sachuest Point Road to Third Beach, will make this road more resilient to major storm events, and will help guard against inundation as a result of sea level rise.

The U.S. Fish and Wildlife Service proposes to authorize this work through issuance of a special use permit (attached), as well as future management and operation of the Connector Road by the Town. The special use permit would authorize use and management of the road by the Town for a period of ten years. The Service has found that the proposed issuance of the permit is consistent with the Sachuest Point National Wildlife Refuge Comprehensive Conservation Plan, adopted in 2003.

Public comment is being sought from July 1 through July 21, 2016 on the proposed issuance of a Special Use Permit authorizing these activities. Comments can be mailed to the U.S. Fish and Wildlife Service, 50 Bend Road, Charlestown RI 02813, dropped off at the Sachuest Point National Wildlife Refuge Visitor Center at 769 Sachuest Point Road, Middletown, RI 02842.

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United States Department of the Interior
U.S. Fish and Wildlife Service
National Wildlife Refuge System
General Special Use
Application and Permit

OMB Control Number 1018-0102
Expiration Date: 06/30/2014

Application

(To be filled out by applicant. Note: Not all information is required for each use.
See instructions at the end of the notice.)

Name of Refuge Sachuest Point NWR
Address 50 Bend Road, Charlestown, RI 02813
Attn: (Refuge Official) Charles Vandemoer
Phone # 401-213-4401 E-mail charlie_vandemoer@fws

1) ☒ New ☐ Renewal ☐ Modification ☐ Other _____

Applicant Information

2) Full Name: _____ 6) Phone #: _____
3) Organization: Town of Middletown 7) Fax #: _____
4) Address: 350 Main Street 8) E-mail: _____
5) City/State/Zip: Middletown, RI 02842

9) Assistants/Subcontractors/Subpermittees: (List full names, addresses and phone #'s and specifically describe services provided if subcontractors are used.)

Town employees or their agents.

Activity Information

10) Activity type: ☐ Event ☐ Wood Cutting ☐ Group Visit ☐ Cabin/Subsistence Cabin ☐ Educational Activity
☒ Other Maintenance, construction, reconstruction, management and use of the Connector Road

11) Describe Activity: (Specifically identify timing, frequency, and how the event is expected to proceed.)

The Town of Middletown (permit holder) seeks to occupy National Wildlife Refuge Lands for the purpose of providing public access across the Sachuest Point National Wildlife Refuge Connector Road located in Middletown, Newport County, Rhode Island. The permit holder will provide for the maintenance, re-construction, and management of the Connector Road.

12) Activity/site occupancy timeline: (Specifically identify beginning and ending dates, site occupation timeline, hours, clean-up and other major events.)

This activity is conducted year round; the permit is requested from date of approval signature for a period of ten years.

(Depending on the activity for which you are requesting a permit, we may ask you for the following activity information.

Please contact the specific refuge where the activity is being conducted to determine what activity information is required.)

13) Expected number of participants:

Children _____ Adults _____ Total N/A

14) Grade level of educational group:

Grade N/A ☐ N/A

15) Will staff time/assistance be required?

☐ Yes ☐ No ☒ N/A

16a) Plan of Operation required? ☐ Yes ☐ No ☒ N/A

16b) Plan of Operation attached? ☐ Yes ☐ No

17) Location: (Specifically identify location; GPS location preferred.)

See attached Figure 1

18a) Is map of location(s) required?

☒ Yes ☐ No ☐ N/A

18b) Is map of location(s) attached?

☒ Yes ☐ No

Insurance Coverage/Certifications/Permits

19a) Is insurance required?

☐ Yes ☐ No ☒ N/A

19b) Insurance: (Provided carrier, type and policy number)

20) Other licenses/certifications/permits required: (Specifically identify licenses, certifications, and permits.)

For an construction activities, federal permits will be acquired by the permit holder prior to initiation of activities. Copies of said permits will be provided to the Refuge Manager or their designee.

Logistics and Transportation

21) Does activity require personnel to stay overnight onsite? ☐ Yes ☒ No

22) Personnel involved:

Town of Middletown employees or their designee.

23) Specifically describe all equipment/gear and materials used:

Not Applicable

24) Transportation description(s) and license number(s) to access refuge(s): [Provide description of and specific auto license/boat/plane registration number(s).]

Not Applicable

25) Specifically describe onsite work and/or living accommodations:

Maintenance/reconstruction of Connector Road. No overnight presence required.

26) Specifically describe onsite hazardous material storage or other onsite material storage space:

No storage of hazardous materials allowed within permit area.

27) Signature of Applicant _____ Date of Application: _____

Sign, date, and print this form and return it to the refuge for processing.
Do not fill out information below this page.

PRINT FORM

For Official Use Only (This section to be filled out by refuge personnel only.)

Special Use Permit

Permit #: _____

1) Date: _____ 2) ☐ Permit Approved ☐ Permit Denied 3) Station #: _____

4) Additional special conditions required: (Special conditions may include activity reports, before and after photographs, and other conditions.)

☒ Yes ☐ No ☐ N/A

Additional sheets attached:

☒ Yes ☐ No

5) Other licenses/permits required:

☒ Yes ☐ No ☐ N/A

Verification of other licenses/permits, type:

Submittal of any federal regulatory agency permits or requirements prior to initiation of construction activities.

6) Insurance/certifications required:

☐ Yes ☐ No ☒ N/A

Verification of insurance/certification, type:

7) Record of Payments: ☒ Exempt ☐ Partial ☐ Full

Amount of payment: _____ Record of partial payment: _____

8) Bond posted: ☐ Yes ☒ No

This permit is issued by the U.S. Fish and Wildlife Service and accepted by the applicant signed below, subject to the terms, covenants, obligations, and reservations, expressed or implied herein, and to the notice, conditions, and requirements included or attached. A copy of this permit should be kept on hand so that it may be shown at any time to any refuge staff.

Permit approved and issued by (Signature and title):

Date: _____

Permit accepted by (Signature of applicant):

Date: _____

Notice

In accordance with the Privacy Act (5 U.S. C. 552a) and the Paperwork Reduction Act (44 U.S. C. 3501), please note the following information:

1. The issuance of a permit and collection of fees on lands of the National Wildlife Refuge System are authorized by the National Wildlife Refuge System Administration Act (16 U.S. C. 668dd-ee) as amended, and the Refuge Recreation Act (16 U.S. C. 460k-460k-4).
2. The information that you provide is voluntary; however submission of requested information is required to evaluate the qualifications, determine eligibility, and document permit applicants under the above Acts. It is our policy not to use your name for any other purpose. The information is maintained in accordance with the Privacy Act. All information you provide will be considered in reviewing this application. False, fictitious, or fraudulent statements or representations made in the application may be grounds for revocation of the Special Use Permit and may be punishable by fine or imprisonment (18 U.S.C. 1001). Failure to provide all required information is sufficient cause for the U.S. Fish and Wildlife Service to deny a permit.
3. No Members of Congress or Resident Commissioner shall participate in any part of this contract or to any benefit that may arise from it, but this provision shall not pertain to this contract if made with a corporation for its general benefit.
4. The Permittee agrees to be bound by the equal opportunity "nondiscrimination in employment" clause of Executive Order 11246.
5. Routine use disclosures may also be made: (a) to the U.S. Department of Justice when related to litigation or anticipated litigation; (b) of information indicating a violation or potential violation of a statute, rule, order, or license to appropriate Federal, State, local or foreign agencies responsible for investigating or prosecuting the violation or for enforcing or implementing the statute, rule, regulations, order, or license; (c) from the record of the individual in response to an inquiry from a Congressional office made at the request of the individual (42 FR 19083; April 11, 1977); and (d) to provide addresses obtained from the Internal Revenue Service to debt collection agencies for purposes of locating a debtor to collect or compromise a Federal Claim against the debtor, or to consumer reporting agencies to prepare a commercial credit report for use by the Department (48 FR 54716; December 6, 1983).
6. An agency may not conduct or sponsor and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. This information collection has been approved by OMB and assigned control number 1018-0102. The public reporting burden for this information collection varies based on the specific refuge use being requested. The relevant public reporting burden for the General Use Special Use Permit Application form is estimated to average 30 minutes per response, including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Comments on this form should be mailed to the Information Collection Clearance Officer, U.S. Fish and Wildlife Service, 4401 N. Fairfax Drive, MS 2042-PDM, Arlington, Virginia, 22203.

General Conditions and Requirements

1. Responsibility of Permittee: The permittee, by operating on the premises, shall be considered to have accepted these premises with all facilities, fixtures, or improvements in their existing condition as of the date of this permit. At the end of the period specified or upon earlier termination, the permittee shall give up the premises in as good order and condition as when received except for reasonable wear, tear, or damage occurring without fault or negligence. The permittee will fully repay the Service for any and all damage directly or indirectly resulting from negligence or failure on his/her part, and/or the part of anyone of his/her associates, to use reasonable care.
2. Operating Rules and Laws: The permittee shall keep the premises in a neat and orderly condition at all times, and shall comply with all municipal, county, and State laws applicable to the operations under the permit as well as all Federal laws, rules, and regulations governing national wildlife refuges and the area described in this permit. The permittee shall comply with all instructions applicable to this permit issued by the refuge official in charge. The permittee shall take all reasonable precautions to prevent the escape of fires and to suppress fires and shall render all reasonable assistance in the suppression of refuge fires.
3. Use Limitations: The permittee's use of the described premises is limited to the purposes herein specified and does not, unless provided for in this permit, allow him/her to restrict other authorized entry onto his/her area; and permits the Service to carry on whatever activities are necessary for: (1) protection and maintenance of the premises and adjacent lands administered by the Service; and (2) the management of wildlife and fish using the premises and other Service lands.
4. Transfer of Privileges: This permit is not transferable, and no privileges herein mentioned may be sublet or made available to any person or interest not mentioned in this permit. No interest hereunder may accrue through lien or be transferred to a third party without the approval of the Regional Director of the Service and the permit shall not be used for speculative purposes.
5. Compliance: The Service's failure to require strict compliance with any of this permit's terms, conditions, and requirements shall not constitute a waiver or be considered as a giving up of the Service's right to thereafter enforce any of the permit's terms or conditions.
6. Conditions of Permit not Fulfilled: If the permittee fails to fulfill any of the conditions and requirements set forth herein, all money paid under this permit shall be retained by the Government to be used to satisfy as much of the permittee's obligation as possible.
7. Payments: All payment shall be made on or before the due date to the local representative of the Service by a postal money order or check made payable to the U.S. Fish and Wildlife Service.
8. Termination Policy: At the termination of this permit the permittee shall immediately give up possession to the Service representative, reserving, however, the rights specified in paragraph 11. If he/she fails to do so, he/she will pay the government, as liquidated damages, an amount double the rate specified in this permit for the entire time possession is withheld. Upon yielding possession, the permittee will still be allowed to reenter as needed to remove his/her property as stated in paragraph 11. The acceptance of any fee for the liquidated damages or any other act of administration relating to the continued tenancy is not to be considered as an affirmation of the permittee's action nor shall it operate as a waiver of the Government's right to terminate or cancel the permit for the breach of any specified condition or requirement.
9. Revocation Policy: This permit may be revoked by the Regional Director of the Service without notice for noncompliance with the terms hereof or for violation of general and/or specific laws or regulations governing national wildlife refuges or for nonuse. It is at all times subject to discretionary revocation by the Director of the Service. Upon such revocation the Service, by and through any authorized representative, may take possession of the said premises for its own and sole use, and/or may enter and possess the premises as the agent of the permittee and for his/her account.

10. Damages: The United States shall not be responsible for any loss or damage to property including, but not limited to, growing crops, animals, and machinery or injury to the permittee or his/her relatives, or to the officers, agents, employees, or any other who are on the premises from instructions or by the sufferance of wildlife or employees or representatives of the Government carrying out their official responsibilities. The permittee agrees to save the United States or any of its agencies harmless from any and all claims for damages or losses that may arise to be incident to the flooding of the premises resulting from any associated Government river and harbor, flood control, reclamation, or Tennessee Valley Authority activity.

11. Removal of Permittee's Property: Upon the expiration or termination of this permit, if all rental charges and/or damage claims due to the Government have been paid, the permittee may, within a reasonable period as stated in the permit or as determined by the refuge official in charge, but not to exceed 60 days, remove all structures, machinery, and/or equipment, etc. from the premises for which he/she is responsible. Within this period the permittee must also remove any other of his/her property including his/her acknowledged share of products or crops grown, cut, harvested, stored, or stacked on the premises. Upon failure to remove any of the above items within the aforesaid period, they shall become the property of the United States.

Instructions for Completing Application

You may complete the application portion verbally, in person or electronically and submit to the refuge for review. Note: Please read instructions carefully as not all information is required for each activity. Contact the specific refuge headquarters office where the activity is going to be conducted if you have questions regarding the applicability of a particular item.

1. Identify if permit application is for new, renewal or modification of an existing permit. Permit renewals may not need all information requested. Contact the specific refuge headquarters office where the activity is going to be conducted if you have questions regarding the applicability of a particular item.

2-8. Provide full name, organization (if applicable), address, phone, fax, and e-mail.

9. Provide names and addresses of assistants, subcontractors or subpermittees. Names and address are only required if the assistants, subcontractors or subpermittees will be operating on the refuge without the permittee being present. Volunteers, assistants, subcontractors or subpermittees that are accompanied by the permittee need not be identified.

10. Activity type: check one of the following categories:

- a. Event;
- b. Wood cutting;
- c. Group visit;
- d. Cabin/Subsistence cabin;
- e. Educational activity; or
- f. Other—any other activity(s) not mentioned above. Please describe "other" activity.

11. Describe Activity: provide detailed information on the activity, including times, frequency and how the activity is expected to proceed, etc. Permit renewals may not need activity description, if the activity is unchanged from previous permit. Most repetitive activities, such as group visits, do not require an activity description for each visit. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if an activity description is required.

12. Activity/site occupancy timeline: identify beginning and ending dates, site occupation timeline, hours, clean-up and other major events. Permit renewals may not need an activity/site occupancy timeline, if the activity is unchanged from previous permit. Most repetitive activities, such as group visits, do not require an activity/site occupancy timeline for each visit. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if an activity/site occupancy timeline is required.

13-14 Expected number of participants: Provide an estimate of the number of adults, and children and grade level of group, if applicable.

15. Identify if onsite refuge staff will be required for group activities and anticipated time frame, if applicable.

16a-16b. Identify and attach Plan of Operation, if required. Most repetitive activities, such as group visits, do not require Plans of Operations for each visit. In addition, permit renewals may not require Plans of Operations if the activity is essentially unchanged from the previous permit. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if a Plan of Operations is required.

17. Location: identify specific location (GPS coordinates preferred), if not a named facility. Most repetitive activities, such as group visits, do not require a location. In addition, permit renewals may not require a location if the activity is essentially unchanged from the previous permit. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if a location is required.

18a-18b. Attach a map of location, if required and not conducted at a named facility. Most repetitive activities, such as group visits, do not require a map. In addition, permit renewals may not require a map if the activity is essentially unchanged from the previous permit. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if a map is required.

19a-19b. Provide name, type and carrier of insurance, if required. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if insurance and type of insurance are required.

20. Specifically identify types and numbers of other licenses, certifications or permits, if required. Contact the specific refuge headquarters office where the activity is going to be conducted to determine the types of licenses, certifications or permits required, and to coordinate the simultaneous application of several types of licenses, certifications or permits. This Special Use Permit (SUP) may be processed while other certifications are being obtained.

21-22. Provide name(s) of any personnel required to stay overnight, if applicable.

23. Identify all equipment and materials, which will be used, if required. Most repetitive events, such as group visits, do not require a list of equipment. In addition, permit renewals may not require a list of equipment if the event is essentially unchanged from the previous permit. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if a list of equipment is required.
24. Describe and provide vehicle descriptions and license plate or identification numbers of all vehicles, including boats and airplanes, if required. Motor vehicle descriptions are only required for permittee vehicle, and/or if the vehicle will be operated on the refuge without the permittee being present. Motor vehicles that are accompanied by the permittee as part of a group (convoy) activity need not be identified if cleared in advance by refuge supervisor. Specifically describe ship-to-shore, intersite (between islands, camps, or other sites) and onsite transportation mechanisms, and license plate or identification numbers, if required.
25. Specifically describe onsite work and/or living accommodations, if applicable.
26. Specifically describe onsite hazardous material storage, or other onsite material storage space (including on and offsite fuel caches).
27. Sign, date, and print the application. Click on the Print button to print the application (if using the fillable version). The refuge official will review and, if approved, fill out the remaining information, sign, and return a copy to you for signature and acceptance.

The form is not valid as a permit unless it includes refuge approval, a station number, a refuge-assigned permit number, and is signed by a refuge official.

ATTACHMENT 1

SPECIAL USE PERMIT ISSUED TO THE TOWN OF MIDDLETOWN

FOR USE OF NATIONAL WILDLIFE REFUGE LANDS FOR MAINTENANCE, RECONSTRUCTION, AND USE OF THE CONNECTOR ROAD, SACHUEST POINT NATIONAL WILDLIFE REFUGE

SPECIAL CONDITIONS

The permit holder acknowledges, accepts, understands and agrees to the following special conditions:

General Terms and Conditions

- The purpose of this special use permit is to authorize the use of National Wildlife Refuge lands for the use, construction, reconstruction, and maintenance of an existing road for the general public by the Town of Middletown (permit holder).
- The permit area is depicted in Figure 1, comprising approximately 0.76 acres, within the Sachuest Point National Wildlife Refuge (Refuge), United States Tract 10, encompassing the Connector Road and adjacent lands within 40 feet of the pavement centerline within the Town of Middletown, Newport County, Rhode Island. The permit area being further described as:

From a point of beginning on the western boundary of United States Tract 10 located 20 feet northerly of the centerline (center of pavement as located on July 1, 2016 or as located under approved construction documents) of the Connector Road, travelling easterly for a distance of approximately 832 feet running parallel to the Connector Road at a distance 20 feet from the centerline to a point on the easterly boundary of United States tract 10. The permit area boundary turns southerly along the boundary of tract 10 to a point 20 feet south of the Connector Road centerline. The boundary then traverses west for a distance of approximately 832 feet to a point on the western boundary of United States Tract 10 20 feet southerly of the Connector Road centerline; then northerly along the boundary of United States tract 10 for a distance of 40 feet to point of beginning.

- Use of the permit area by the permit holder is governed by the terms and conditions as set forth in this permit, and is subject to the National Wildlife Refuge System Administration Act of 1966, as amended ([16 U.S.C. 668dd](#)) including all implementing regulations promulgated now or in the future.
- This permit does not authorize any activities outside of the permit area depicted in figure 1 and as described in this section.
- Nothing within this special use permit alters the easement granted to the Town of Middletown by the United States Government to maintain and operate a water line within the permit area as described in the Town of Middletown Land Evidence Records, book 164 page 405.

Law Enforcement, Traffic Control, and Closures

- For the purposes of law enforcement, there is concurrent jurisdiction within the bounds of the permit area. Local and State law enforcement officers can enforce local, State, and federal law.
- The permit holder is authorized to establish, modify, and enforce reasonable and prudent speed limits and other measures as necessary to insure public safety within the design limits of the road, including installation of traffic control signage. Note that under 50 CFR 27.31(d), the speed limit for roads on National Wildlife Refuge lands is 25 mph unless otherwise posted.
- Permit holder recognizes that Refuge staff or their designee may park or use this road for administration of the National Wildlife Refuge.
- Emergency closure of the road by the permit holder is authorized as may be necessary to protect public safety such as in preparation for, during, and after catastrophic weather events, flooding, construction or maintenance activities, or other situations. Permit holder will notify the Refuge Manager as soon as possible of any such closure.
- Permit holder recognizes that closure of the permit area to all persons may be necessary as directed by the Refuge Manager or their designee at any time.
- Decisions related to closure of the road for non-emergency conditions including but not limited to special events (for example, a road race) is the sole responsibility of the Refuge Manager or their designee.

Vegetation and Pest Management

- No modification of wetland vegetation will occur without the express written authorization of the Refuge Manager or their designee.
- No spraying or use of pesticides will be authorized without the express written permission of the Refuge Manager or their designee.
- Only locally adapted, native vegetation will be seeded, planted, or maintained within the permit area.

Ownership of Facilities

- All improvements placed or caused to be placed by the permit holder on National Wildlife Refuge lands, including but not limited to road underlayment and surfaces, culverts, drainage systems, signs, and vegetation immediately become the property of the United States Government; all rights to such improvements by the permit holder are immediately extinguished once installed on National Wildlife Refuge property.

Road construction and re-construction

- Any enhancement, reconstruction, or excavation within the permit area will not be authorized or occur without an engineering/construction documents approved in writing by the Refuge Manager or their designee prior to initiation of activities. A schedule of major construction activities will be coordinated with the Refuge Manager or their designee.
- For major construction projects, the permit holder will be responsible for securing any necessary federal permits authorizing such action, at the permit holder's expense. Note that for the road raising project as part of the Sachuest Bay Resiliency project, authorizations under the National Environmental Policy Act (42 U.S.C. §4321 et seq.), Endangered Species Act (16 U.S.C. § 1531 et seq.), and the Historic Preservation Act (54 U.S.C. 300101 et seq.) have already been secured.

Maintenance and Operations

- Maintenance of the road system, drainage systems, signs and vegetation is the responsibility of the permit holder, and will be conducted consistent with approved construction documents.
- Maintenance of the road including all drainage structures and swales will be completed by the permit holder, and at sole expense of the permit holder.
- The permit holder will remove litter and trash within the permit area on a regular basis from April through October.
- The addition of non- traffic control signage (for example beach signs, advertising signs) will be subject to approval by the Refuge Manager or their designee.
- The permit holder shall be responsible for providing a safe travel surface consistent with typical Town of Middletown, State, and federal standards.
- Should the permit holder decide to extinguish use of the road, the Refuge Manager will be notified, and a closure plan for the road will be developed by the permit holder, approved by the Refuge Manager, and implemented at the sole expense of the permit holder.
- The permit holder hereby agrees to be fully responsible for management, performance, use and safety within the permit area, and to indemnify and hold harmless the United States against any liability for damages to life, person, or property arising from their occupancy or use of the lands under permit.

Figure 1. Permit area for Special Use Permit SPT-2016-XXX, Sachuest Point National Wildlife Refuge, Middletown, Newport County, Rhode Island.

